

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DAVID HATCHIGIAN,

Plaintiff,

V.

JOHN J. WHELAN, GIBSON & PERKINS P.C., PAUL FELLMAN, ESQ., THE LAW OFFICE OF MICHAEL ALAN SIDDONS, ESQ. MICHAEL ALAN SIDDONS, ESQ., DAVID MARDINLY and MARDINLY ENTERPRISES, LLC

Defendants.

CIVIL ACTION

NO. _____

Plaintiff, David Hatchigian ("Plaintiff"), brings this action against John J. Whelan, in his official capacity as a judge of the court of Common Pleas of Delaware County, PA., Gibson & Perkins, P.C., Paul Fellman, Esq., the Law Office of Michael Alan Siddons, Esq., Michael Alan Siddons, Esq., David Mardinly and Mardinly Enterprises, LLC seeking relief for violations of his constitutional rights under 42 U.S.C. § 1983.

a. JURISDICTION AND VENUE

1. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 as Plaintiff raises claims under the U.S. Constitution and 42 U.S.C. § 1983
2. Venue is proper under 28 U.S.C. § 1391(b) as the events giving rise to this lawsuit occurred in Delaware County, Pennsylvania.

b. PARTIES

3. Plaintiff David Hatchigian is a resident of Pennsylvania.

4. Defendant John J. Whelan is a judge in the Court of Common Pleas of Delaware County, PA. ("Judge Whelan"), with a service address located at Office of Judicial Support Government Center Building, Room 126 201 West Front Street Media, PA 19063 Phone: (610) 891-4370.

5. GIBSON & PERKINS P.C. is a law firm doing business in the state of Pennsylvania with an office located at SUITE 204 100 WEST SIXTH STREET MEDIA, PA 19063 610.565.1708 | 610.565.4358 [FAX].

6. Defendant PAUL FELLMAN, ESQ. ("Fellman") is an attorney practicing law within the state of Pennsylvania and employed by defendant GIBSON & PERKINS P.C., SUITE 204 100 WEST SIXTH STREET, MEDIA, PA 19063. Attorney Fellman represented David Mardinly and Mardinly Enterprises LLC in the state proceeding.

7. Defendant MICHAEL ALAN SIDDONS, ESQ. ("Siddons") is an attorney practicing law within the state of Pennsylvania and employed by THE LAW OFFICE OF MICHAEL ALAN SIDDONS, ESQ., 230 N. MONROE STREET, P.O. BOX 403, MEDIA PA. 19063. Attorney Siddons also represented David Mardinly and Mardinly Enterprises LLC in the state proceeding.

8. Defendant MARDINLY ENTERPRISES, LLC ("MEL") is an automotive repair shop located in Delaware County, 701 Parkway BLVD Broomall Pennsylvania, 19008 and does regular business in Pennsylvania.

9. Defendant DAVE MARDINLY ("Mardinly") is the owner and operator of Defendant MARDINLY ENTERPRISES, LLC and resides in Delaware County.

10. MEL, David Mardinly and their counsel in the state proceeding are collectively referenced herein below as "the Mardinly Parties".

c. FACTUAL ALLEGATIONS

Delaware County Common Pleas Court (No. CV-2021-006274) [Hereinafter "State Court Proceeding"]

11. Judge Whelan denied all three pro se Motions to Compel based on this logic, thereby depriving pro se Plaintiff of all normal access to discovery in the state proceeding, while overlooking the Mardinly Parties' role in the discovery delays and refusal to be deposed on March 13, 2023.

12. With the assistance of the Mardinly Parties, Whelan furthered the non-enforcement of District Justice D'Agostino's Order for Repair Reconstruction [EX. A (Complaint-16 to Complaint-18)], despite owner Mardinly's conflicting and inconsistent accounts of the repair at issue to the arbitrator, the trial court and the State Attorney General.

13. Judge Whelan thereby systematically denied pro se Hatchigian due process in the state proceeding, and failed to recuse himself despite this evidence of bias, violating *Caperton v. Massey Coal Co.*, 556 U.S. 868 (2009).

14. Mardinly's pretrial refusal to be deposed on March 13, 2023 was not sanctioned, and as result, defendant MEL was able to evade production and depositions under the original scheduling order. On September 13, 2022, having facilitated MEL's delay long enough for the scheduled discovery deadlines to expire, Whelan entered a Supplementary Trial Assignment/Case Management Order listing trial dates for July 14 -August 11, 2023.

15. Whelan dismissed owner Mardinly from the case on June 23, 2023 [EX. B. (Complaint-24)], but admitted Mardinly's hearsay testimony at the jury trial held on September 11, 2023 [EX E], despite MEL's pretrial refusal to be deposed or respond to any discovery demands, and despite that Mardinly's testimony was superfluous in light of mechanic Zhekhov's firsthand testimony based on performing the repair. Whelan did not sanction Zhekhov's and the Mardinly Parties noncompliance with Plaintiff's pretrial subpoenas. [EX. E (Complaint-149 to Complaint-151)] The location of the repaired wire was continually obfuscated when MEL should have been responding to Plaintiff's discovery demands, and witness Zhekov appear on the day of trial to give his surprise version of the repair, the fifth version of the repair at issue to be presented by the Mardinly Parties.

16. Owner Mardinly's nonparty hearsay account of the contracted for fuel computer wire replacement relied strictly on his secondhand knowledge of the repair, and this secondhand account also contradicted MEL's statement to the Attorney General, which referenced a manifold wire: "The tech found that a wire had shorted on the manifold causing the fuse to blow"

17. Whelan's one-sided evidentiary ruling admitting Mardinly's hearsay testimony contrasts sharply with Whelan's finding that the Attorney General's written statements to *pro se* Hatchigian constituted inadmissible hearsay [See EX. E, p. 58 (Complaint-141) (".....I'm going to decide it myself and you are going to have an opportunity to address it to me as it relates to Consumer Protection Law and Unfair Trade Practices. Okay. Plus anything that the Attorney General would have said or done is hearsay.")]]

18. Judge Whelan continued to be motivated by bias and would have been on notice of MEL's position that it spent the eight (8) hours charged to Plaintiff's credit card to remove the intake manifold itself, and that there was no fuel computer wire to be accessed by doing so.

19. MEL predictably showed no proof of the claimed engine disassembly supposedly required to complete the contracted for repair of switching out the blown fuse in the vehicle's fuel computer – before or after trial – as the claimed repair was never performed and no such proof existed.

20. Whelan ultimately failed to address that:

- i. MEL responded to plaintiff repair verification request with the three (3) conflicting versions of the repairs performed and deceptive photographs of a different vehicle.
- ii. MEL did not comply with the order to enforce Plaintiff's statutory right to repair reconstruction (pursuant to the Pennsylvania consumer protection statute and Justice D'Agostino's Repair Reconstruction Order pursuant to Chapter 301 of same)
- iii. **Owner Mardinly's field was not designated for licensure in the state of Pennsylvania and was never certified as an expert in automotive repair.**
- iv. MEL named no trial expert to testify as to the disassembly process

21. Whelan did not find any of the aforementioned conduct sanctionable.

22. Having denied Plaintiff's Rule 201 Crossmotion for Judicial Notice (filed July 3, 2023), and declined to take judicial notice of owner Mardinly's criminal conviction and correspondence with the state Attorney General's Office or MEL's pretrial discovery abuses, Judge Whelan granted MEL's *in limine* request to exclude all Magisterial District Court and Arbitration transcripts.

23. On September 11, 2023 trial, Whelan went beyond his judicial authority to further withhold from the jurors:

- i. all testimony by *pro se* Hatchigian as to where the fuel computer in his own vehicle (the part of the vehicle MEL contracted to repair), was located.
- ii. all manufacturer's schematics for Plaintiff's Ford vehicle and

24. Whelan dismissed Plaintiff's negligence cause of action based on Fellman's late motion and despite evidence of MEL's breach of the parties' repair services contract, which constituted a deceptive business practice under Chapter 301

Automotive Industry Trade Practices, issued under §3.1 of the Unfair Trade Practices and Consumer Protection law (73 P.S. § 201-3.1):

WHELAN: It's really breach of contract. This is a breach of contract action. And that's what the jury's going to be instructed on, is breach of contract. Mr. Hatchigian can bring up that either the work wasn't done that he contracted for or was excess of what he contracted for. He can bring up faulty repairs or whatever he wants as it relates to contractual action in this particular matter. But nothing to do with the Unfair Trade Practices Act. And for it is really not a negligence case. I mean, negligence is completely different. Okay."

MR. SIDDONS: "Thank you, Your Honor.")

[EX E (Complaint-89)]

See also, (".....I'm going to decide it myself and you are going to have an opportunity to address it to me as it relates to Consumer Protection Law and Unfair Trade Practices. Okay. Plus anything that the Attorney General would have said or done is hearsay. Okay.") [EX E (Complaint-141)]

25. At trial, Whelan dispensed with any evidence that might impeach the credibility of nonparty Mardinly's hearsay testimony regarding the services contract, including a criminal conviction listing Receipt of Stolen Goods and sentencing of nine (9) Months' Imprisonment plus three (3) Years' Supervised Release, with a \$15,000 Fine, a \$100.00 Special Assessment, Criminal Dkt Case No. 2:02-cr-00483-LDD-1, U.S. Dist. Ct., Eastern District of Pennsylvania (Philadelphia)] Based on the term of owner Mardinly's Supervised Release and his satisfaction of the financial penalties

portion of the judgment in 2010, the conviction was not yet twenty (20) years-old when MEL sent the fraudulent invoice.

26. Whelan was on notice that Owner Mardinly's conviction was theft related and could be admitted as impeachment evidence. The offense charged specifically involved the receipt of stolen motors, showing that MEL's owner-operator had a history of financial crimes relating to repair services that further disqualified him from testifying second hand, as a dismissed nonparty, to the scope and quality of the repairs purportedly performed.

27. Whelan's dismissal of plaintiff's Negligence claim was itself issued despite Mardinly's refusal to be deposed prior to trial, MEL's failure to comply with the Order Pursuant to Chapter 301 Automotive Industry Trade Practices, issued under §3.1 of the Unfair Trade Practices and Consumer Protection law (73 P.S. § 201-3.1) and owner Mardinly's varying accounts as to what repairs performed the arbitration panel, the state Attorney General's Office and the jury. [EX. E (Complaint-89)]

28. In view of the state court's willingness to deny discovery, Fellman summarized to the jury that Plaintiff took his vehicle without paying, knowing his false statements would not be sanctioned by Whelan. [EX. E (Complaint-260, line 14)]

29. Whelan subsequently denied all post-trial relief. (September 24, 2023), and having secured victory with Whelan's assistance, the Mardinly Parties "sealed the deal" on November 11, 2025, avoiding any response to Plaintiff's Petition for Allowance. [See EX.'s C & D.]

30. Whelan was still driven by the operative bias when he recommended on December 6, 2023 that Plaintiff's appeal be quashed, minimizing the absence of required E-filing notification in the state proceeding. [See ~~EX C (Complaint- 25 to Complaint-80)~~] Plaintiff's appeal was quashed as a result.

31. Throughout the state proceeding, Whelan and the Mardinly Parties jointly glossed the failure to provide *pro se* Plaintiff with any conforming notice (or notice in an alternative form) under Pa. r. 236. They intentionally avoided notifying the trial court or the Pennsylvania Superior Court as to the lack of timely service of the court's E-filing notices in the state proceeding. ~~[EX. C]~~

32. At all relevant times, the joint goal of Whelan and the Mardinly Parties was to procure the dismissal of all of *pro se* Hatchigian's claims against defendant MEL by fraud, and thereby reduce Dave Mardinly's exposure to a judgment of liability and treble damages thereby.

33. At all relevant times before during and after trial, the Defendants acted under the color of law and with notice that their intentional and fraudulent acts were likely to procure dismissal and the denial of due process thereby.

34. As a result of Whelan's refusal to address (let alone sanction) MEL's discovery abuses and delays, *pro se* Plaintiff was denied his right to conduct any discovery, could not move for summary judgment, was forced to try his claims without the benefit of the discovery to an unfavorable verdict, and was thereby denied due process.

35. As a result of MEL's delays and Whelan's inaction and acts under the color of law, the jury trial in the state proceeding was conducted absent MEL's responses Interrogatories, Requests for Production and Notice for Admissions. See *In re Tecce*, 2593 EDA 2023, J-S28045-24 (Pa. Super. Ct. Nov 18, 2024)("The purpose of the discovery rules is to 'prevent surprise and unfairness and to allow a fair trial on the merits.'")

36. As a result of Whelan's failure or refusal to supervise discovery, Plaintiff was forced to try each of his claims without the benefit of the withheld discovery.

37. The aforementioned acts and omissions by Whelan and the Mardinly Parties changed the outcome of the state proceeding, which would have resulted in a judgment in Plaintiff's favor and the award of damages but for Whelan's conduct.

38. As a result of the aforementioned acts and omissions by Whelan and the Mardinly Parties, *pro se* Plaintiff was denied civil due process

39. As a result of the aforementioned acts and omissions by Whelan and the Mardinly Parties, *pro se* Plaintiff was deprived of his right to judicially supervised case discovery conducted in accordance with the rules of civil procedure; and Denied a civil jury trial on the merits;

d. LEGAL CLAIMS

COUNT I – VIOLATION OF DUE PROCESS (42 U.S.C. § 1983)
[against JOHN J. WHELAN]

40. The above paragraphs are hereby incorporated as if reiterated verbatim herein in support of Count I.

41. Judge Whelan denied Plaintiff procedural due process by unlawfully depriving *pro se* Plaintiff of any meaningful discovery in the state proceedings.

42. Whelan waited eight (8) months to deny Plaintiff's Motion to Compel for failing to attach a Delco cover sheet, after the Delaware County Prothonotary accepted the motion without the cover sheet.

43. Upon Plaintiff's compliance with the cover sheet requirement and filing the same motion with a cover sheet the very next day, Judge Whelan then waited an additional three (3) months to deny Plaintiff's motion a second time and did not reschedule the defaulted March 13, 2023 deposition.

44. Whelan denied Plaintiff's Motion for Extraordinary Relief and refused to extend any discovery dates, or compel the outstanding discovery and depositions.

45. The Mardinly Parties' averted any obligation to produce the requested documents even after defaulting in their appearance at the March 13, 2023 deposition, and Whelan's denying all three motions to compel the outstanding discovery as well as *pro se* Plaintiff's Motion for Extraordinary Relief insured that his *pro se* claims were all forfeited.

46. Whelan acted beyond his authority by allowing MEL to consume all of the time afforded under the Case Management Order in effect and all discovery deadlines to expire, only to inform *pro se* Hatchigian at trial that it was due to his own

default that his right to depose MEL in any manner had already been exercised by way of arbitration, which was not true. [EX. E, Complaint-152 to 153]

47. Exceeding his discretion Whelan failed to meaningfully supervise discovery in accordance with the rules of civil procedure and repeatedly violated his obligations to the parties and the trial court in the state proceeding.

48. At trial, Whelan again denied procedural due process by admitting hearsay testimony from Alex Zhekhov, the trial witness who ignored plaintiff's pretrial subpoenas. [EX. E (Complaint-149 to Complaint-15)]

49. Having previously dismissed owner Mardinly from the action at the June 23, 2023 summary judgment hearing, Whelan further denied Plaintiff procedural due process by ruling out Plaintiff's impeachment evidence, despite being on notice that Mardinly had previously given varying accounts of the services contract with Hatchigian and the repair services at issue to the arbitrator, the state Attorney General's office and the jury, respectively.

50. Before during and after trial in the state proceeding, Whelan acted in concert with the Mardinly Parties to deprive Plaintiff of his right to discovery and the right to a jury trial on the merits, in violation of the Fourteenth Amendment.

51. Whelan's conduct falls beyond the scope of judicial immunity.

WHEREFORE, Plaintiff, David Hatchigian, demands damages in THE SUM CERTAIN OF \$25,000 or in an amount to be determined based on proofs at trial.

COUNT II – CIVIL CONSPIRACY (42 U.S.C. § 1983)
[against all Defendants]

52. Defendants' collusion to deprive *pro se* of all discovery constitutes an unlawful conspiracy under *Dennis v. Sparks*, 449 U.S. 24 (1980).

53. By reason of the aforementioned acts, policies, practices, procedures, and/or customs created, adopted, and enforced under color of state law, Defendants have deprived David Hatchigian of his right to due process of law in violation of the Due Process Clause of the Fourteenth Amendment under 42 U.S.C. § 1983.

54. As a direct and proximate result of Defendants' violation of the Due Process Clause of the Fourteenth Amendment, Plaintiff has suffered irreparable harm, including the loss of his fundamental constitutional rights, entitling him to injunctive and declaratory relief, nominal and compensatory damages, and attorney's fees and costs.

WHEREFORE, Plaintiff, David Hatchigian, demands damages in THE SUM CERTAIN OF \$25,000 or in an amount to be determined based on proofs at trial.

COUNT III –BREACH OF DUTIES

55. The above paragraphs are hereby incorporated as if reiterated verbatim herein in support of Count II.

56. The Defendants breached settled duties to plaintiff, causing Plaintiff's damages.

57. Defendants' unreasonable and/or intentional conduct is actionable under 42 U.S.C.S. 1983.

58. Their willful disregard of David Hatchigian's rights was not protected by judicial immunity.

59. Defendants were negligent absent privity with Plaintiff, causing Plaintiff's damages.

WHEREFORE, Plaintiff, David Hatchigian, demands damages in THE SUM CERTAIN OF \$25,000 or in an amount to be determined based on proofs at trial.

COUNT IV – INJUNCTIVE RELIEF
[Mardinly Parties]

60. The above paragraphs are hereby incorporated as if reiterated verbatim herein in support of injunctive relief.

61. Plaintiff requests an injunction preventing the Mardinly Parties from further harassing Plaintiff in the future and while this federal case is pending.

62. The aforementioned conduct has necessitated injunctive relief to prevent future constitutional violations.

63. To deter Plaintiff from proceeding in the state proceedings, Defendants have continued, to date, to make false statements relating to the underlying matter and threatened Plaintiff with future harassment, civil complaints and other harms effecting other litigations.

WHEREFORE, Plaintiff, David Hatchigian, respectfully requests the entry of a permanent injunction against Defendant Mardinly and Mardinly Enterprises precluding them from engaging in conduct similar to the aforementioned conduct in the future.

COUNT V – COMMON LAW FRAUD

[ALL DEFENDANTS]

64. Plaintiff re-alleges and incorporates by reference the above paragraphs as if restated verbatim herein.

65. The Defendants engaged in intentional misrepresentation meant to deceive the prior courts, and, as intended by the Defendants, the state court was actually deceived, causing Plaintiff's damages.

WHEREFORE, Plaintiff, David Hatchigian, demands damages in the SUM CERTAIN OF \$25,000 or in an amount to be determined based on proofs at trial

COUNT VI
PROFESSIONAL NEGLIGENCE
[GIBSON & PERKINS P.C., FELLMAN, SIDMONS]

66. Plaintiff re-alleges and incorporates by reference the above paragraphs as if restated verbatim herein.

67. At all times relevant to this Complaint, the Defendants were on notice of the applicable law and the relevant facts.

68. In Pennsylvania, they had legal duties to nonclient Hatchigian absent contractual privity with Plaintiff which they recklessly breached.

WHEREFORE, Plaintiff, David Hatchigian, demands damages in THE SUM CERTAIN OF \$25,000 or in an amount to be determined based on proofs at trial

COUNT VII
NEGLIGENT RETENTION AND SUPERVISION/VICARIOUS LIABILITY
[GIBSON & PERKINS P.C.]

69. Plaintiff re-alleges and incorporates by reference the above paragraphs as if restated verbatim herein.

70. In the state proceedings, attorney PAUL FELLMAN, ESQ. was under the direction, supervision and control of THE LAW OFFICE OF MICHAEL ALAN SIDDONS, ESQ. and THE LAW OFFICE OF MICHAEL ALAN SIDDONS, ESQ. has assumed liability for agent Fellman's negligence and fraud based on a principal-agent or master-servant relationship.

71. In the state proceedings, attorney MICHAEL ALAN SIDDONS, ESQ. was under the direction, supervision and control of GIBSON & PERKINS P.C., and GIBSON & PERKINS P.C. has assumed liability for agent Siddon's negligence and fraud based on a principal-agent or master-servant relationship.

72. The employing law firms are vicariously liable for its agents' acts as herein alleged, subject to indemnification. See, for example, *Epstein v. Saul Ewing, LLP*, 7 A.3d 303 (Pa. Super. Ct. 2010)(Citing *Bernhardt v. Needleman*, 705 A.2d 875, 878-79 (Pa. Super. 1997)("the attorney's law firm can be vicariously liable for conversion.' "); *Beyers v. Richmond*, 937 A.2d 1082, 594 Pa. 654 (Pa. 2007)(law firm vicariously liable for firm's associate's conversion of funds.)

73. As a direct and proximate result of the vicarious liability of the Defendants for the aforementioned negligence and fraud, Plaintiff has suffered damages.

WHEREFORE, Plaintiff demands that judgment be entered against THE LAW OFFICE OF MICHAEL ALAN SIDDONS, ESQ. and GIBSON & PERKINS P.C. in the nonduplicative SUM CERTAIN of \$25,000.00, plus lost claim value plus costs to bring this action, including copying, legal research, litigation support, process server,

IT, and filing fees, and motion costs and the *pro se* equivalent of attorney's fees calculated at \$115.00/hr. (See Local 98's rate sheet [EX. F].

COUNT VIII
PUNITIVE DAMAGES

74. The above paragraphs are hereby incorporated as if reiterated verbatim herein in support of Count III.

75. The Defendants acted maliciously, recklessly, and with deliberate indifference to Plaintiff's constitutional rights.

76. Therefore Plaintiff is entitled to the maximum in punitive damages allowed by law.

COUNT X – ATTORNEY'S FEES UNDER 42 U.S.C. § 1988

77. The above paragraphs are hereby incorporated as if reiterated verbatim herein in support of injunctive relief.

78. As this lawsuit is brought under 42 U.S.C. § 1983, Plaintiff is entitled to attorney's fees under 42 U.S.C. § 1988.

79. Therefore, Plaintiff seeks full reimbursement for litigation costs and fees.

e. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order:

- a) GRANTING PLAINTIFF SUM CERTAIN OF ONE HUNDRED THOUSAND DOLLARS (\$100,000)
- b) Denying judicial immunity and allowing this case to proceed to trial against all Defendants;
- c) Awarding damages against the Defendants jointly and severally;
- d) Declaring that Defendants have violated Plaintiff's constitutional rights by depriving him of civil due process and access to discovery;
- e) Preliminarily and permanently enjoining Defendants from further harassing and litigating against Plaintiff as described herein above;
- f) Awarding punitive damages against the Defendants in the maximum permitted by law;
- g) Awarding Plaintiff's litigation costs and the *pro se* equivalent of attorney's fees under 42 U.S.C. § 1988; and
- h) Granting Plaintiff all such further relief as this Court deems just and proper.

Respectfully submitted,
David Hatchigian

David Hatchigian, *Pro se*
2414 Township Line Road
Havertown, PA 19083-5236
david3091@outlook.com
610-446 -7257

March 28, 2025

VERIFICATION

I David Hatchigian, plaintiff, verify that the facts set forth in the foregoing are true and correct to the best of my information, knowledge, and belief.

I understand that the statements contained herein are subject to the Penalties of 18 Pa. C.S.A., §4909 relating to unsworn falsification to authorities.

David Hatchigian

David Hatchigian

March 28, 2025

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

DAVID HATCHIGIAN PRO-SE

(b) County of Residence of First Listed Plaintiff DELCO
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

JUDGE JOHN J. WHALEN, GIBSON & PERKINS P.C.
PAULFELLMAN, ESQ., THE LAW FIRM OF MICHAELCounty of Residence of First Listed Defendant DELCO

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

ALAN SIDDONS, & MICHAEL ALAN SIDDONS, ESQ.,
MARDINLY ENTERPRISES, LLC, & DAVID MARDINLY

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input checked="" type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

1983 CIVIL RIGHTS, VIOLATION OF DUE PROCESS, CIVIL CONSPIRACY, BREACH OF DUTIES, INJUNCTION RELIEF, COMMON LAW FR
Brief description of cause:
PROFESSIONAL NEGLIGENCE, NEGLIGENT RETENTION,

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE JOHN J. WHALEN

DOCKET NUMBER

DATE _____ SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____